



9800 Fredericksburg Road  
San Antonio, Texas 78288

## LIMITED ASSIGNMENT OF NJ NO-FAULT BENEFITS

(This is not a confirmation of coverage or a guarantee of payment)

USAA Insured's Name: \_\_\_\_\_

USAA Number: \_\_\_\_\_

Date of Loss: \_\_\_\_\_

Patient Name: \_\_\_\_\_ ("Assignor")

Provider of Service: \_\_\_\_\_ ("Assignee")

Date(s) of Service: \_\_\_\_\_

By my signature below, I hereby authorize and direct:

### United Services Automobile Association

("Company") to pay directly to the provider of service named above, all monies due and payable to the provider under the covered person/member's New Jersey no-fault PIP coverage. All approved payments shall be subject to the New Jersey no-fault fee schedule and any applicable co-payment and deductible for which the Patient/Assignor shall be solely liable. Provider/Assignee agrees to abide by the USAA Pre-Certification and Decision Point Review Plan requirements, and shall hold the Patient/Assignor harmless for its failure to do so. Patient and Provider understand that execution of this Limited Assignment is not a guarantee of payment or a confirmation of coverage.

### Written Consent to Assignment

When this Limited Assignment form ("form") is used without any alterations, this form constitutes the Company's written consent. If this form is altered, Company has not consented to the assignment. Once accepted by Company, any attempted transfer of this assignment rescinds Company's written consent and acceptance, patient's direction to pay, and Company's obligation to abide by this assignment.

In exchange for Company's written consent to assignment, the provider of service, Assignee, agrees:

- (1) To comply with all requirements of Company's Pre-certification Decision Point Review Plan ("Plan");
- (2) To initiate all pre-certification review and decision point review requests as required by the Plan;
- (3) To submit disputes in accordance with the Internal Appeal procedures in the Plan and to exhaust all internal appeals prior to initiating a demand for dispute resolution;
- (4) To submit all other issues involving payment for services under an existing policy to dispute resolution in accordance with the process established by the Department of Banking and Insurance ("DOBI"); and

- (5) To hold the patient harmless for the amount of benefits denied because the Provider failed to follow the plan.

### **Merger**

The Limited Assignment constitutes the entire agreement between Patient and Provider as to payment for services rendered to this patient. All prior express, or Implied agreement(s), including any alleged waivers of policy conditions, no longer exist when both Patient and Provider have executed this assignment below. Upon execution, this Limited Assignment may not be changed, altered, or modified in any way, except in a separate writing signed by the parties.

### **Severability**

If any provision of this Limited Assignment is deemed to be invalid or unenforceable by a court of competent jurisdiction or a dispute resolution professional designated by the DOBI, the invalid or unenforceable provision shall be reformed to comply with New Jersey law. If reformation of this is not possible, this assignment shall be construed as if such invalid or unenforceable provision had never been included in the assignment. All other provisions will remain in full force and effect with the remaining document being construed as one instrument.

By our signature below, both Patient and Provider agree to all of the terms and conditions contained in this Limited Assignment.

\_\_\_\_\_  
Patient/Assignor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider of Service/Assignee

\_\_\_\_\_  
Date

### **Acceptance:**

This Limited Assignment of Benefits shall be deemed to be accepted by Company seven (7) days after the execution by the last party to sign above, if the assignment is returned without any alterations to the Insuring Company at: P.O. Box 33490, San Antonio, Texas 78265; This deemed acceptance shall be irrevocable except in cases of fraud or duress.